

7.11

THE CONNECTICUT BANK AND TRUST COMPANY
One Constitution Plaza
Hartford, Connecticut 06115

Corporate Trust Department

RECORDATION NO. W-21-C Filed 1425

No. 1-119A030

Date APR 29 1981

Fee \$ 10.00

ICC Washington, D. C.

APR 29 1981 - 11 15 AM, 1981

INTERSTATE COMMERCE COMMISSION

Secretary of the Interstate
Commerce Commission
Washington, D.C. 20423

Re: Transmittal Letter for Recordation of
Charter Supplement

Dear Sir:

Enclosed herewith for recordation with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 and 49 C.F.R. Part 1116 are three original executed copies of the Charter Supplement No. 2 dated April _____, 1981, between The Connecticut Bank and Trust Company, not in its individual capacity but solely as owner trustee (the "Shipowner"), One Constitution Plaza, Hartford, Connecticut 06115, as owner of the subject vessels, and Dravo Mechling Corporation (the "Charterer"), One Oliver Plaza, Pittsburgh, Pennsylvania 15222, as demise charterer of the subject vessels, which Charter Supplement supplements the Bareboat Charter, dated as of April 1, 1981, between the Shipowner and the Charterer, which was recorded with the Interstate Commerce Commission on April 16, 1981 at 10:50 a.m., recordation number W-21. Charter Supplement No. 1 thereto, dated April 16, 1981, was recorded on April 16, 1981 at 10:50 a.m., recordation number W-21-A.

Also enclosed is a check for \$10 in payment of the recordation fee of \$10 for said Charter Supplement, as required by 49 C.F.R. Section 1116.3(d).

The foregoing agreements concern six box hopper barges with roll top covers, each of approximately 1223.97 gross tons and approximately 1223 net tons built by Dravo Corporation at Neville Island, Pennsylvania and designated by the Shipbuilder's hull nos. 8231, 8232, 8233, 8239, 8247 and 8248.

RECEIVED
APR 29 11 06 AM '81
FEL. OFFICE OF THE
SECRETARY OF THE
INTERSTATE COMMERCE COMMISSION

(Handwritten signatures and initials on the left margin)

- 2 -

Please record the foregoing agreements pursuant to 49 U.S.C. Section 11303 and 49 C.F.R. Part 1116 and return one original of each document to Howard V. Mindus, Esq., Morgan, Lewis & Bockius, 9 West 57th Street, New York, New York 10019.

Very truly yours,

THE CONNECTICUT BANK AND TRUST
COMPANY, as Owner Trustee

By 
Title Assistant Vice President

Interstate Commerce Commission
Washington, D.C. 20423

4/29/81

OFFICE OF THE SECRETARY

Howard V. Mindus, Esq.
Morgan, Lewis & Bockius
9 West 57th Street
New York, N.Y. 10019

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/29/81 at 11:15am , and assigned re-recording number(s). W21-C

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

APR 29 1981 -11 15 AM

INTERSTATE COMMERCE COMMISSION

Filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on _____, 1981 at _____ M., recordation number _____.

CHARTER SUPPLEMENT NO. 2

THIS CHARTER SUPPLEMENT NO. 2, dated _____, 1981, to Bareboat Charter dated as of April 1, 1981 (the "Charter") between DRAVO MECHLING CORPORATION (the "Charterer") and THE CONNECTICUT BANK AND TRUST COMPANY, not in its individual capacity but solely as owner trustee under the Trust Agreement dated as of April 1, 1981 between it and New England Merchants Leasing Corporation B-7 (in its capacity as such owner trustee, the "Shipowner").

WITNESSETH:

WHEREAS, the Charter provides for the execution and delivery on the Delivery Date of a Vessel or Vessels of a Charter Supplement, substantially in the form hereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Shipowner and the Charterer hereby agree as follows:

(1) The Shipowner hereby confirms that it has let, chartered and demised to the Charterer under the Charter, and the Charterer hereby confirms that it has

unconditionally accepted and hired from the Shipowner under the Charter, for all purposes thereof the following numbered Vessel(s) (the "delivered Vessel(s)") with the Official Number and designation by the Charterer as follows:

<u>Name</u>	<u>Hull No.</u>	<u>Official No.</u>
DM 2801	8231	633859
DM 2802	8232	633860
DM 2803	8233	633861
DM 2809	8239	633867
DM 2817	8247	633875
DM 2818	8248	633876

(2) The Delivery Date of each delivered Vessel is the date of this Charter Supplement.

(3) The Shipowner's Cost of each delivered Vessel and the Cover relating thereto on the Delivery Date is as follows:

<u>Hull Number</u>	<u>Shipowner's Cost of Vessel Including Cover</u>	<u>Shipowner's Cost of Cover</u>
8281	\$330,007.50	\$50,199.16
8232	330,007.50	50,199.16
8233	330,007.50	50,199.16
8239	330,007.50	50,199.16
8247	330,007.50	50,199.16
8248	330,007.50	50,199.16
Total Shipowner's Cost	\$1,980,045.00	

(4) The Charterer hereby confirms as between

it and the Shipowner that the delivered Vessels comply with the requirements of the Charter and with all specifications of the Construction Contract; provided, however, that nothing contained herein shall in any way diminish or otherwise affect any right which the Charterer, the Shipowner or the Lender may have with respect to such Vessels against Dravo Corporation or any subcontractor of Dravo Corporation under the Construction Contract or otherwise.

IN WITNESS WHEREOF, the Shipowner and the Charterer have caused this Charter Supplement to be duly executed as of the day and year first above written.

DRAVO MECHLING CORPORATION

By: W. S. Miller
Vice President

THE CONNECTICUT BANK AND TRUST
COMPANY, not in its individual
capacity but solely as owner
trustee as aforesaid

By: [Signature]
Assistant Vice President

ALL OF THE SHIPOWNER'S RIGHT, TITLE AND INTEREST IN AND TO THE ABOVE CHARTER SUPPLEMENT AND ALL HIRE DERIVED THEREFROM ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF THE LENDER NAMED THEREIN IN ACCORDANCE WITH THE PROVISIONS OF A SECURITY AGREEMENT BETWEEN THE SHIPOWNER AND SAID LENDER AS

SECURED PARTY. TO THE EXTENT THAT SUCH CHARTER SUPPLEMENT MAY BE DEEMED TO CONSTITUTE "CHATTEL PAPER" UNDER THE UNIFORM COMMERCIAL CODE OF ANY JURISDICTION, NO SECURITY INTEREST MAY BE OBTAINED IN SUCH CHARTER SUPPLEMENT EXCEPT BY POSSESSION OF THE COUNTERPART THEREOF DENOTED "COUNTERPART NO. 1".

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF ALLEGHENY)

On this 23rd day of April, 1981, before me personally appeared W. J. Malenauer, to me personally known, who, being by me duly sworn, says that he is a Vice President of DRAVO MECHLING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Mary Ann Miller
Notary Public

[Notarial Seal]

My Commission expires

STATE OF CONNECTICUT)

COUNTY OF HARTFORD)

MARY ANN MILLER, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES OCT. 15, 1984
Member, Pennsylvania Association of Notaries

)
) ss.:
)

On this 22nd day of April, 1981, before me personally appeared M. J. RISIER, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President of THE CONNECTICUT BANK AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Corporation, that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Corporation.

Sherree M. Daniels
Notary Public

SHEREE M. DANIELS
NOTARY PUBLIC

MY COMMISSION EXPIRES MARCH 31, 1985

[Notarial Seal]

My Commission expires